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## CITY OF LODI COUNCIL COMMUNICATION

**AGENDA TITLE:** Adopt Resolution authorizing City Manager to renew agreement between San Joaquin County Data Processing and the City of Lodi Police Department (Estimated Annual Cost \$13,954.84)

**MEETING DATE:** August 20, 2008

**PREPARED BY:** Chief of Police

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**RECOMMENDED ACTION:** Adopt a resolution authorizing the City Manager to renew an agreement between the Lodi Police Department and San Joaquin County, through its Data Processing Division, for Fiscal Year 2008-09 to provide data processing services and access to Automated Message Switching/CJIS Systems.

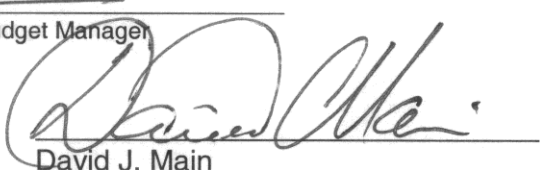
**BACKGROUND INFORMATION:** This is a renewal of the yearly contractual agreement between the City of Lodi and the County of San Joaquin. Criminal Justice Information System (CJIS) is the county-wide computer connection that provides the Police Department with State and Federal computer access. (A copy of that proposed Agreement is attached.)

This data processing service allows the police department to access County warrant information and other criminal justice information housed in the San Joaquin County Data Base. This information is critical to local law enforcement. Without access to the Automated Message Switching/CJIS Systems the police department will not be able to conduct checks on individuals with local warrants, probation status on offenders and inmate records such as custody status, trial status, adjudications and sentencing.

**FISCAL IMPACT:** Estimated cost is \$13,954.84.

**FUNDING AVAILABLE:** Fiscal Year 2008-09 Budget Account No. 101031.7335.

  
Kirk Evans, Budget Manager

  
David J. Main  
Chief of Police

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**APPROVED:**   
Blair King, City Manager

## A G R E E M E N T

THIS AGREEMENT, made and entered into this 1st day of July, 2008 by and between the COUNTY OF SAN JOAQUIN, through its Information Systems Division, hereinafter referred to as "COUNTY" and CITY OF LODI, hereinafter referred to as "AGENCY";

### WITNESSETH:

WHEREAS, COUNTY provides services and/or equipment listed in Attachment " A hereinafter referred to as "COMPUTER SERVICES" to AGENCY; and

WHEREAS, COUNTY has certain computer equipment and is able to provide information services which AGENCY desires to use in its operations;

WHEREAS, COUNTY'S Information Systems Division services offered to AGENCY under this Agreement differs from that provided in previous years and it is necessary to set out the understanding of the parties as to the extent of services and liability for provision of access to the COMPUTER SERVICES for information.

IT IS HEREBY AGREED between the parties as follows:

1. COMPUTER SERVICES FOR ACCESS TO NON-REDUNDANT, NON-FAULT TOLERANT COMPUTER SYSTEMS

The COUNTY shall provide to AGENCY the COMPUTER SERVICES of COUNTY'S Information Systems Division. The parties expressly acknowledge that the Information Systems Division computer systems are non-fault tolerant, non-redundant systems which do not provide continuous access seven (7) days a week and twenty-four (24) hours a day. The computer systems may go down and be unable to provide COMPUTER SERVICES at any time of day or night for undeterminable periods of time and also must be scheduled to be taken down for maintenance and repairs from time to time. Therefore, COUNTY does not represent that the COMPUTER SERVICES provided under this Agreement will enable AGENCY to receive information from the computer systems within any specific time period. AGENCY has considered the express limitations set forth in this Agreement of the COMPUTER SERVICES, together with the needs of AGENCY, and has determined that AGENCY'S business operations require the use of the services set out in this Agreement.

2. COMPENSATION

- a. COUNTY will provide the COMPUTER SERVICES for the estimated annual amount of compensation as shown in Attachment "A". COUNTY shall bill AGENCY only for actual COMPUTER SERVICES provided, one month after COMPUTER SERVICES are provided. AGENCY shall provide full payment to COUNTY of the billed amount by the fifteenth day of the date of billing. In the event payment is not made in accordance with this provision COUNTY may, at its option, terminate the agreement in accordance with the provisions of Paragraph 5.
- b. In the event that the AGENCY's estimated quantities, as indicated in Attachment " A , are exceeded for any reason, County may evaluate and, if necessary, increase the quantities indicated in Attachment "A", which may also result in the estimated annual amount of compensation provided herein to be increased. County will notify AGENCY, in writing, no less

than thirty (30) calendar days in advance of any intended increase of estimated annual amount of compensation. AGENCY shall be allowed the option to terminate this agreement in accordance with the provisions of Paragraph 5 in the event of an increase in the estimated annual amount of compensation.

- c. In the event that County's cost of Computer Services are increased due to any reason, County may increase the rate of compensation, as indicated in Attachment "A", which may also result in the estimated annual amount of compensation provided herein to be increased. County will notify AGENCY, in writing, no less than thirty (30) calendar days in advance of any intended increase of estimated annual amount of compensation, AGENCY shall be allowed the option to terminate this agreement in accordance with the provisions of Paragraph 5 in the event of an increase in the estimated annual amount of compensation,

### 3. OPTIONAL SERVICE AND EQUIPMENT

COMPUTER SERVICES under this agreement are limited solely to the ongoing services, systems, and equipment listed in Attachment "A" which are in operation on the effective date of this agreement. Services and/or equipment not covered in this agreement may be provided to AGENCY at COUNTY'S option subject to the following conditions:

- (a) AGENCY must submit a written request for the additional services and/or equipment which has been signed by the appropriate agency official, and
- (b) Additional services, and/or equipment shall be provided at the current rates of compensation and shall be billed as additional items over and beyond the total estimated annual amount compensation designated in this agreement.

Maintenance in connection with the equipment provided under this agreement is included in the rate of compensation for equipment and will not be billed as an additional charge to AGENCY.

### 4. TERM

The term of this contract shall be one year beginning July 1, 2008 and ending June 30, 2009.

### 5. TERMINATION

- a. This contract may be terminated by either party upon thirty (30) calendar days advance written notice to the other party. Notwithstanding such termination, AGENCY shall compensate COUNTY for the actual COMPUTER SERVICES provided through the date the termination of the contract is effective. If AGENCY fails to timely compensate COUNTY as provided in this contract, AGENCY shall be held liable for the reasonable cost of collecting such compensation including attorneys fees and court costs incurred by COUNTY. In no event shall COUNTY be liable for reimbursing AGENCY for the costs to procure alternative services to those services provided under this Agreement regardless of whether AGENCY or COUNTY initiates termination of the Agreement.
- b. All rental equipment in the possession of AGENCY shall be returned to COUNTY in the same condition as it was delivered to AGENCY, less normal wear and tear. COUNTY shall be compensated by contractor for all loss or damage to said equipment which is not the result of a willful or negligent act by COUNTY and which does not constitute normal wear and tear.

### 6. INDEMNIFICATION AND HOLD HARMLESS

The AGENCY agrees that it shall indemnify, defend and hold harmless the COUNTY, the members

of its Board of Supervisors, its officers, agents, and employees, from and against all demands, claims, damages, losses, expenses, and costs including attorneys' fees and court costs arising out of and/or resulting from the performance of the activities and services contemplated by this agreement, except for demands, claims, damages, losses, expenses, and costs resulting from the sole and exclusive negligence of the COUNTY, or its agents, or those brought by employees or agents of COUNTY concerning their employment or agency relationship.

7. LIMITATIONS OF LIABILITY

In no event shall COUNTY be responsible for any damage, compensatory, consequential, punitive, or special in the event that the AGENCY is unable to access and/or obtain information from COMPUTER SERVICES of COUNTY. This Agreement shall not be construed to be either a representation or a warranty to AGENCY that it will be able to access and obtain information from the COMPUTER SERVICES at any particular time or within any particular response time. COUNTY does not grant any warranty as to the validity, completeness or usefulness of any information received by AGENCY from the COMPUTER SERVICES. COUNTY shall not be responsible nor liable for the costs to AGENCY to procure alternative services to the services provided for under this Agreement or upon termination of this Agreement by either party.

In the event of errors in COMPUTER SERVICES due to the failure of COUNTY'S equipment, software, circumstances beyond the control of COUNTY, or the failure of COUNTY'S employee(s) to operate the equipment in accordance with COUNTY'S standard operating procedures, or COUNTY'S inability to provide COMPUTER SERVICES due to circumstances beyond its control, COUNTY'S liability shall be limited to either subparagraph (a) or (b) below, either of which will be considered to be AGENCY exclusive remedy:

- (a) The correction of errors of which COUNTY has received written notice and proof or the performance of the service, whichever is the situation; or
- (b) Where such correction or performance of service is not practicable, AGENCY shall be entitled to an equitable credit not to exceed the charges invoiced to AGENCY for that portion of the service which produced the erroneous result or for that portion of the service which could not be performed, whichever is the situation.

COUNTY shall be liable for the loss, destruction or damage to AGENCY supplied materials only if such loss, destruction, or damages was due to the negligence of COUNTY and AGENCY sole remedy shall be COUNTY restoring the same, provided such restoration can be reasonably performed by COUNTY and provided that AGENCY provides COUNTY with all source data necessary for such restoration in similar form to that normally presented to COUNTY under this Agreement.

8. INDEPENDENT CONTRACTOR

The AGENCY, and the agents and employees of AGENCY, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of COUNTY.

9. ASSIGNMENT

Without the written consent of COUNTY, this agreement is not assignable by AGENCY either in whole or in part.

10. TIME OF THE ESSENCE

Time is of the essence in this agreement

11. MODIFICATIONS

No alteration, variation, or modification of the terms of this contract shall be valid unless made in writing prior to the effective date and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

12. COMPLIANCE WITH LAWS

AGENCY shall comply with the California Fair Employment Practices Act (Labor Code Section 1410, et seq.) and any amendments thereto.

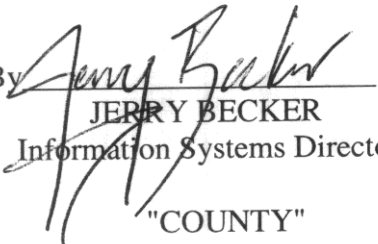
This contract may, at the option of COUNTY, be terminated or suspended in whole or in part in the event AGENCY fails to comply with the nondiscrimination clause of the contract. In the event of termination under this paragraph, COUNTY shall be compensated for goods and services provided to the date of termination. Termination or suspension shall be effective upon receipt of written notice thereof.

13. CONFIDENTIALITY

AGENCY, its employees, officers, and agents shall protect and keep all information and materials obtained through the services of this agreement confidential and from unauthorized use and disclosure. This clause shall not apply to that information which is or becomes a public record subject to the disclosure requirements of the Public Records Act.

**IN WITNESS WHEREOF** the parties hereto have executed this agreement the day and year first written above.

COUNTY OF SAN JOAQUIN, a  
political subdivision of the State of  
California

By   
JERRY BECKER  
Information Systems Director  
"COUNTY"

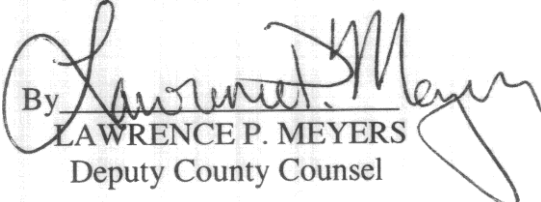
CITY OF LODI

By \_\_\_\_\_  
Blair King

Title City Manager

"AGENCY"

APPROVED AS TO FORM:  
DAVID WOOTEN  
County Counsel


By   
LAWRENCE P. MEYERS  
Deputy County Counsel

Attest:

\_\_\_\_\_  
Randi Johl  
City Clerk

Dated: \_\_\_\_\_

APPROVED AS TO FORM:

  
D. Stephen Schwabauer  
City Attorney \_\_\_\_\_

**Rate Schedule**  
**Fiscal Year 2008/2009**

**Computer Services**

Automated Message Switching System Access  
CJIS System Access

<b>Service</b>	<b>Estimated Quantity</b>	<b>Type</b>	<b>Estimated Rate</b>	<b>Estimated Annual cost</b>	<b>Estimated Total</b>
Telephone Line Charge	12	Month	\$ 92.69	\$ 1,112.28	
* Special Processing Request	8	Hours	\$ 99.07	\$ 792.56	
Transactions	250,000	Each	\$ 0.0482	\$ 12,050.00	
<b>Total Estimated Annual Cost</b>					<b>\$ 13,954.84</b>

\* Special Processing Requests require written authorization specifying work to be performed.

RESOLUTION NO. 2008-167

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING THE  
CITY MANAGER TO ENTER INTO AN AGREEMENT WITH SAN JOAQUIN  
COUNTY TO PROVIDE DATA PROCESSING SERVICES AND ACCESS TO  
AUTOMATED MESSAGE SWITCHING AND CRIMINAL JUSTICE  
INFORMATION SYSTEMS BY LODI POLICE DEPARTMENT FOR  
FISCAL YEAR 2008-09

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WHEREAS, San Joaquin County provides to the City of Lodi access to Automated Message Switching and Criminal Justice Information Systems; and

WHEREAS, San Joaquin County has certain data processing equipment and is able to provide data processing services, which the City of Lodi desires to use in its operations.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to enter into an agreement with San Joaquin County through its Data Processing Division for fiscal year 2008-09 to provide data processing services and access to Automated Message Switching and Criminal Justice Information Systems to the Lodi Police Department in an amount not to exceed \$13,954.84; and

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to execute said agreement on behalf of the City of Lodi.

Dated: August 20, 2008

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I hereby certify that Resolution No. 2008-167 was passed and adopted by the City Council of the City of Lodi in a regular meeting held August 20, 2008, by the following vote:

AYES: COUNCIL MEMBERS – Hansen, Hitchcock, Johnson, Katzakian, and Mayor Mounce

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – None

ABSTAIN: COUNCIL MEMBERS – None

  
RANDI JOHL  
City Clerk